Supreme Court, U.S.
FILED
AUG 14 1987
JOSEPH F. SPANIOL, JR.
CLERK

No. 86-637

IN THE

Supreme Court of the United States

OCTOBER TERM, 1987

COMMUNICATIONS WORKERS OF AMERICA AND ITS LOCALS 2100, 2101, 2108 AND 2110,
Petitioners,

v.

HARRY E. BECK, JR., *et al.*,
Respondents.

On a Writ of Certiorari to the United States Court of Appeals for the Fourth Circuit

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JOINT APPENDIX

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PETITION FOR CERTIORARI FILED OCTOBER 16, 1986
CERTIORARI GRANTED JUNE 1, 1987

® 60

CONTENTS

	Page
DOCKET ENTRIES United States District Court for the District of Maryland	1
DOCKET ENTRIES United States Court of Appeals for the Fourth Circuit	32
COMPLAINT	38
ANSWER	58

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

Docket No. M76-839

HARRY E. BECK, JR.; DORIS R. AMBROSE; JACQUELINE S. BRANDON; MARY ANNA COX; SALLY B. DiMAURO; RUE T.F. DOWNEY; KATHLEEN A. HEIL; JOHN J. HURLEY; HARRIET LIPSCHULTZ; CLAY B. LUTZ; BARBARA McGAUGHEY; ROLAND R. MERKLE; ETHEL T. MERRYMAN; DORIS J. MORROW; MARION F. NORTHROP; FRANCES M. PHILIPS; VIVIAN REEDY; BARBARA A. RUSSELL; LOIS A. STALLINGS; HARRY B. SWARTZ, SR.,

Plaintiffs

v.

COMMUNICATIONS WORKERS OF AMERICA (C.W.A.), AN UNINCORPORATED LABOR ORGANIZATION; C.W.A. COMMITTEE ON POLITICAL EDUCATION (C.W.A. COPE), C.W.A. DISTRICT II; LOCAL 2100 OF C.W.A.; LOCAL 2101 OF C.W.A.; LOCAL 2108 OF C.W.A.; LOCAL 2110 OF C.W.A.; LOCAL 2350 OF C.W.A.; AMERICAN FEDERATION OF LABOR-CONGRESS OF INDUSTRIAL ORGANIZATIONS (AFL-CIO), A FEDERATION OF NATIONAL AND INTERNATIONAL LABOR ORGANIZATIONS; AFL-CIO COMMITTEE ON POLITICAL EDUCATION; MARYLAND STATE AFL-CIO; AMERICAN TELEPHONE & TELEGRAPH, A CORPORATION; C & P TELEPHONE COMPANY OF MARYLAND, A CORPORATION,

Defendants

DOCKET ENTRIES

DATE	NR.	PROCEEDINGS
1976		
June 4	(1)	Complaint and Exhibits A-1 through D-40.

DATE	NR.	PROCEEDINGS
1976		
June 4	(2)	Summons issued as to Defendants American Federation of Labor-Congress of Industrial Organizations (AFL-CIO), etc.; AFL-CIO Committee on Political Education; Communications Workers of America (C.W.A.), etc.; C.W.A. Committee on Political Education (C.W.A. COPE); C.W.A. District II pursuant to Maryland Rule 107 (Long Arm Statute). (cc's to Marshal) (All Served see Marshal's Returns)
" 8	(3)	Summons issued as to Defendants Local 2101 of C.W.A.; Local 2108 of C.W.A.; Local 2110 of C.W.A.; Local 2350 of C.W.A.; Maryland State AFL-CIO; American Telephone & Telegraph, etc.; C & P Telephone Company of Maryland, etc. (copies to Attorney for Plaintiffs for service pursuant to Local Rule 25).
July 6	(4)	Correspondence from Charles P. Featherstun, Esq. to Paul R. Schlitz, Esq. Re: Resident Counsel.
" "	(5)	Motion of American Telephone and Telegraph Company and The Chesapeake and Potomac Telephone Company of Maryland, to Dismiss, Points and Authorities in support thereof and Proposed Order. (c/s)
" "	(6)	Motion of Plaintiffs for Summary Judgment. (c/s)
" 8	(7)	Correspondence from Hugh L. Reilly, Esq. to Paul R. Schlitz, Esq., Re: Resident Counsel.
" 12	(8)	Copy of Correspondence from Paul R. Schlitz, Esq. to Hugh L. Reilly, Esq. Re: Retain Resident Counsel.

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DATE	NR.	PROCEEDINGS
1976		
July 23	(9)	Appearance of Matthew A. Kane, Esquire, Charles V. Koons, Esquire as counsel for Communications Workers of America, CWA COPE, CWA District 2, CWA Local 2100, 2101, 2108, 2110 and 2350 and that responsive pleadings shall be filed to complaint on or before August 30, 1976.
***		
July 20	(8a)	Correspondence from Hugh L. Reilly, Esq. to Paul R. Schlitz, Esq. RE: Resident Counsel.
July 23	(10)	Stipulation of counsel that Plaintiffs may have until August 30, 1976 to file Opposition to Motion of C&P Telephone Company etc. to Dismiss.
July 26	(11)	Copy of correspondence from Paul R. Schlitz, Esq to Hugh L. Reilly, Esq. RE: Resident Counsel.
July 27	(12)	Appearance of Bernard W. Rubenstein, Esquire as counsel for Ameriacn Federation of Labor-Congress of Industrial Organizations (AFL-CIO), AFL-CIO Committee on Political Education (COPE) and the Maryland State AFL-CIO.
Aug. 3	(13)	Stipulation of Counsel extending the time within which American Federation of Labor, etc. shall file responsive pleading to and including August 30, 1976.
Aug. 27	(14)	Response of Maryland State AFL-CIO to the motion of plaintiff for summary judgment and memorandum in support thereof. (c/s)
" "	(15)	Response of AFL-CIO and AFL-CIO COPE to the motion of plaintiff for summary judgment and memorandum in support thereof. (c/s)

DATE	NR.	PROCEEDINGS
1976		
Aug. 27	(16)	ANSWER of Maryland State AFL-CIO.
" "	(17)	ANSWER of AFL-CIO and AFL-CIO COPE.
" 30	(18)	ANSWER of Communications Workers of America (CWA), CWA COPE, CWA District II, and CWA Locals 2100, 2101, 2108, 2110 and 2350.
" "	(19)	Motion of Communications Workers of America (CWA), CWA COPE, CWA District II, and CWA Locals 2100, 2101, 2108, 2110 and 2350 to dismiss Count VI, to stay, or to sever and transfer Count VI to the United States District Court for the District of Columbia, points and authorities in support thereof, and attachments A and B. (c/s)
Sept. 3	(20)	Opposition of plaintiff to motion of American Telephone and Telegraph Company and Chesapeake and Potomac Telephone Company of Maryland to dismiss and request for hearing. (c/s)
" 13	(21)	Reply of plaintiff to motions of defendant to dismiss, for summary judgment, to stay and/or to transfer Count VI and request for oral argument. (c/s)
1977		
Apr 13	(22)	Memorandum and Order (Blair, J.) "GRANTING" motion of American Telephone and Telegraph Company and Chesapeake and Potomac Telegraph Company to dismiss. (c/m)
May 10	(23)	Interrogatories of Plaintiffs propounded to certain Defendants.

DATE	NR.	PROCEEDINGS
1977		
May 13	(24)	Motion of Plaintiffs for Reconsideration or for Certification under F. R. Civ. P. 54(b). (c/s)
" "	(25)	Order (Blair, J.) entered at Preliminary Conference. (c/delivered)
" 23	(26)	Opposition of American Telephone and Telegraph Company and Chesapeake Potomac Telegraph Company, two of the defendants, to plaintiffs' motion for reconsideration or for certification under F. R. CIV. P. 54(b).
" 25	(27)	Memorandum and Order (Blair, J.) "DENYING" plaintiffs' motions for reconsideration and certification. (c/m)
" 31	(28)	Reply of plaintiffs to the opposition of American Telephone and Telegraph Company and the Chesapeake and Potomac Telephone Company of Maryland to plaintiffs' motion for reconsideration and certification. (c/s)
June 29	(29)	Request (First) of Plaintiff for Production of Documents by Communications Workers of America Local Unions 2100, 2101, 2108, 2110 and 2350.
" "	(30)	Request (First) of Plaintiff for Admissions by Communications Workers of America Communications Workers of America District to Communication Workers or Americal Local Unions, and Communications Workers of America Committee on Public Education.
" 30	(31)	Interrogatories of Plaintiffs propounded to Communication Workers of America, Communication Workers of America Dis-

DATE	NR.	PROCEEDINGS
1977		
		trict II, Communication Workers of America Committee on Political Education and Communication Workers of America Locals 2100, 2101, 2108, 2110 and 2350.
July 5	(32)	Request (First) of Plaintiffs for Production of Documents by Communication Workers of America, Communication Workers of America District II, Communication Workers of America Committee on Political Education.
" 11	(33)	Motion of Defendant for Extension of Time to Answer Interrogatories, Produce Documents and Answer Request for Admission and Memorandum.
" 14	(34)	Opposition of Plaintiffs to Defendants Motion for extension of time to answer Interrogatories produce documents and Answer requests for Admissions.
" 18	(35)	Notice of Plaintiffs to take Depositions of Defendants.
" 15	(36)	Motion of Communication Workers of America to Dismiss, or alternatively for Stay pending Exhaustion of Internal Union Remedies, Points and Authorities, Affidavit and attachments.
" 28	(37)	Opposition of Defendants to Plaintiffs Motion for Extension of time to file Opposition to Defendants Motion to Dismiss or for Stay pending exhaustion of Internal Union Remedies.
Aug 8	(38)	Motion of Plaintiffs to Strike Opposition by Communication Workers of America to Plaintiffs Motion for extension of time.

DATE	NR.	PROCEEDINGS
1977		
Aug. 10	(39)	Opposition of Defendants to Plaintiffs Motion to Strike CWA Defendants opposition to Plaintiffs Motion for Extension of Time. (c/s)
Aug. 12	(40)	Motion and Order (Blair, J.) "DENYING" Plaintiffs Motion for extension of time to file opposition to Defendants Motion to Dismiss or for Stay. (c/m)
Aug. 15	(41)	Withdraw by Plaintiffs of Plaintiffs Motion to Strike Opposition by Communication Worker of America to Plaintiffs Motion for Extension of Time.
" 22	(42)	Motion of Plaintiff to Vacate Order of Court dated August 12, 1977 and for an Order Compelling Discovery, Request for Hearing and Exhibit A. (c/s)
" 25	(43)	Opposition of Plaintiffs to Motion of Communication Workers of America to Vacate Order of Court of August 12, 1977. (c/s)
" 26	(44)	Copy of Correspondence from Honorable C. Stanley, Blair to counsel of record "DENYING" Motion of Plaintiffs to vacate courts Order of August 12, 1977 and Staying Plaintiffs Discovery pending resolution of Motion to Dismiss.
" 29	(45)	Opposition of Plaintiffs to Motion of Communications Workers of America to Dismiss or For Stay, Request for Hearing and exhibits A-thru F. (c/s)
Sep. 2	(46)	Plaintiffs' Offer of Proof Pursuant to the Provisions of F. R. CIV. P. 43(c). (c/s)

DATE	NR.	PROCEEDINGS
1977		
Sep. 2	(47)	Reply of Communications Workers of America, Defendants to Plaintiffs' Opposition to Motion to Dismiss, or for Stay. (c/s)
" 7	(48)	Motion of Communications Workers of America, one of the Defendant, to Strike Plaintiff offer of proof. (c/s)
" "	(49)	Opposition of Plaintiffs to Motion of Communications Workers of America to Strike Plaintiff's offer of proof. (c/s)
" 12	(50)	Response of Plaintiffs to reply by Communications Workers of America to opposition by Plaintiffs to Motion of Defendants to Dismiss. (c/s)
" 30	(51)	Supplemental Opposition of Plaintiff to Motion of Communications Workers of America to Dismiss or for Stay. (c/s)
1978		
Jan 17	(52)	Supplemental Authorities of Communication Workers of America RE: Exhaustion of Internal Union Remedies and Attachment.
Apr. 5	(53)	Supplemental Offer of Proof of Plaintiff, Affidavit and exhibits A thru F.
" 26	(54)	Motion of Communication Workers of America and Local Union to strike Proffer and Points and Authorities. RE: Supplemental offer of Proof.
May 16	(55)	Letter (copy) dated March 16, 1978, from Hugh L. Reilly, Esquire, to Honorable C. Stanley Blair, RE: filing of two motions.
" "	(56)	Letter (copy) dated March 22, 1978, from Matthew A. Kane, Esquire, to Honorable C. Stanley Blair, RE: opposition to plain-

DATE	NR.	PROCEEDINGS
1978		
		tiffs request to the filling of (additional pleadings) two motions.
May 16	(57)	Letter (copy) dated March 27, 1978, from Honorable C. Stanley Blair, to counsel of record, denying request of plaintiffs to file additional motions.
Jul 20	(58)	Request (second) of Plaintiffs for Leave to file Motion for Preliminary Injunction and attachment. (c/s)
" 26	(59)	Opposition of Communications Workers of America to Second Request of Plaintiff for Leave to File Motions for Preliminary Injunction. (c/s)
" "	(60)	Letter (copy) from Honorable C. Stanley Blair, to counsel of record RE: Hearing on pending motions.
Aug. 17	—	Hearing on Motion of Defendant Communications Workers of America to Dismiss or Stay proceedings—Held Sub Curia.
Sep. 14	(61)	Supplemental Citation of Authority of Plaintiff and attachment.
Dec. 18	(62)	Motion of Plaintiffs for Preliminary Injunction and Proposed Order. (c/s)
" 26	(63)	Opposition of Communication Workers of America to Motion of Plaintiffs for Preliminary Injunction and attachment. (c/s)
" 29	(64)	Reply to Plaintiff to Opposition of Defendant to Motion of Plaintiff for Preliminary Injunction.

DATE	NR.	PROCEEDINGS
1979		
Jan. 12	(65)	Memorandum and Order (Blair, J.) "DENYING" Motion of Defendant to Dismiss or in the alternative to Stay of Proceedings as set forth and "DENYING" Motion of Plaintiffs for Summary Judgment as to Ct. 6 as therein more particularly set forth. (c/m 1-12-79ph)
" "	(66)	Letter (copy) from Honorable C. Stanley Blair to counsel of record RE: Scheduling.
" 25	—	Conference before Blair, J.
Feb 12	(67)	Motion of C.W.A. Defendants for reconsideration and modification of Courts' Order of January 12, 1979, or alternatively, for certification of interlocutory appeal and memorandum.
" 26	(68)	Opposition of Plaintiff to Motion of Communication Workers of America for Reconsideration and modification of Court's Order of January 12, 1979 or alternatively for Certification of Interlocutory appeal and exhibit A.
Mar. 5	(69)	Response of Defendant to opposition by Plaintiff to Motion of Defendant for REconsideration of Court's Order of January 12, 1979 or certification of Interlocutory appeal.
" 16	(70)	Memorandum and Order (Blair, J.) entering Judgment as set forth and "DENYING" Motions of Defendant to Dismiss, for reconsideration and for certification of an interlocutory appeal as therein more particlularly set forth. (c/, 3-19-79ph)
" 19	(71)	Judgment (Clerk) with approval of Blair, J. thereon that C.W.A. has collected, etc.

DATE	NR.	PROCEEDINGS
1979		
Micro Filmed Date Mar 22 1979		from Plaintiffs beyond and allocable to collective bargaining as set forth; that collection violates first Amendment rights of Plaintiffs; that Plaintiffs may agree upon percentage of budget to be disbursed; that matters can be referred to Master pursuant to Federal Rule Civil Procedure 53 as therein more particularly set forth. (c/m 3-19-79ph)
" 30	(72)	Order of attorney for Plaintiff dismissing with prejudice the case of Plaintiffs versus American Federation of Labor-Congress of Industrial Organizations; AFL-CIO Committee on Political Education; and the Maryland State AFL-CIO and Order (Northrop, CJ) "GRANTING" leave as prayed. (c/m 3-30-79ph)
May 3	(73)	Order (Blair, J.) appointing the Honorable Wilson K. Barnes as Special Master as therein set forth. (c/m 5-3-79ph)
Jun 19	(74)	Objection of Defendant Communication Workers to Interrogatories propounded by Plaintiffs.
" "	(75)	Motion of Defendant Communication Workers for Determination under Rule 54(b) or Alternatively for Certification Under 28 USC 1292(b) and Stay Pending Appeal and Memorandum.
" 26	(76)	Opposition of Plaintiffs to Motions of Defendant Communication Workers for Entry of Judgment pursuant to Rule 54(b) or for Certification pursuant to Title 28 1292(b). (c/s)

DATE	NR.	PROCEEDINGS
1979		
July 2	(77)	Reply of CWA Defendants to Opposition by Plaintiff to Motion of CWA Defendants for Determination under Rule 54(b). c/s).
" "	(78)	Interrogatories (First Amended) of Plaintiffs propounded to Communication Workers of America, Communications Workers of America District II, Communications Workers of America Committee on Political Education and Communications Workers of America Locals 2100, 2101, 2108, 2110 and 2350.
July 2	(79)	Request of (Second) of Plaintiffs for Production of Documents by Communication Workers of America, Communication Workers of America District II, and Communication Workers of America Committee on Political Education.
" 5	(80)	Response of Plaintiff to the Reply of CWA Defendants.
" 9	(81)	Response of Defendant Communications Workers of America to Second Request of Plaintiffs for Production of Documents.
" "	(82)	Memorandum and Order (Blair, J.) "DENYING" Motions of Defendants for a Determination under Rule 54(b) and Certification of Interlocutory Appeal. (c/m 7-9-79ph)
Jul 12	(83)	Motion of Plaintiffs to Compel Production of Documents by Defendants.
" "	—	Letter from Deputy Clerk to Attorney for Plaintiff RE: Local Rule 34.
Jul 17	(84)	Certificate of Plaintiffs Attorney RE: compliance with Local Rule 34.

DATE	NR.	PROCEEDINGS
1979		
July 24	(85)	Opposition of CWA Defendant to Motion of Plaintiff to compel production of documents and attachments. (c/s)
July 24	(86)	Motion of CWA, Defendant for Protective ORder and points and authorities in support thereof. (c/s)
July 27	(87)	Opposition of Plaintiffs to Motion of CWA for Protective Order and Exhibit A. (c/s)
July 27	(88)	Response of Plaintiffs to Opposition by Defendant CWA to Motion of Plaintiffs to Compel production of documents and Exhibits A.
Aug. 1	(89)	Answer of CWA, defendant to Amended Interrogatories propounded by Plaintiffs.
Aug. 6	(90)	Certificate of Attorney for Plaintiff RE: Local Rule 34.
Aug. 15	(91)	Reply of CWA Defendants to Opposition of Plaintiff to motion of CWA Defendants for Protective Order. (c/s)
" "	(92)	Opposition of CWA Defendants to Motion of Plaintiff to Compel Answers to First Amended Interrogatories and attachment.
Aug. 16	(93)	Letter from Wilson K. Barnes' (Special Master) to Honorable C. Stanley Blair RE: Scheduling, discovery and request for extension of time to file report. (letter dated 8/3/79)
Aug. 16	(94)	Motion of Wilson K. Barnes, Special Master, for Extension of time to file report. (dated 8/6/79)

DATE	NR.	PROCEEDINGS
1979		
Aug. 16	(95)	Order (dated 8/6/79) Blair, J) extending the time within which the Special Master shall have to file his report to and including January 31, 1980. (c/m 8/16/79 ph)
Aug. 16	(96)	Memorandum and Order (Blair, J) "GRANTING" and "DENYING" Motions pertaining to discovery as therein set forth. (c/m 8/16/79 ph)
Aug. 16	(97)	Order (Blair, J) "DENYING" Motion of CWA Defendants for Protective Order. (c/m 8/16/79 ph)
Aug. 16	(98)	Order (Blair, J) that Special Master shall decide all questions relating to discovery as therein set forth.
Sep. 11	(99)	Motion of Plaintiffs In Limine directed to Special Master RE: Instruction of Evidence or Testimony and Proposed Order.
Sep. 21	(100)	Answers of CWA Defendants to Interrogatories (First-Amended) propounded by Plaintiffs.
Oct. 3	(101)	Order (Wilson K. Barnes, Special Master) RE: Introduction of Testimony as Evidence that benefits parties and as to collective bargaining as therein more particularly set forth. (c/m)
Dec. 20	(102)	Motion and Order (Blair, J) Extending the time within which the Special Master shall file his report to and including April 28, 1980. (c/m 12/20/79 ph)
1980		
Jan. 16	(103)	Motion of Communication Workers of America to Stay Proceedings and attachment. (c/s)

DATE	NR.	PROCEEDINGS
1980		
Jan. 22	(104)	Opposition of Plaintiff to CWA's Motion (Second) to stay of proceedings.
Jan. 28	(105)	Memorandum and Order (Blair, J) "DENYING" Motion of Defendants to Stay. c/m 1/28/80 ph)
Feb. 15	(106)	Order (BARNES, SPECIAL MASTER) permitting C.W.A. defendants to file response to requests for admissions out of time.
" "	(107)	Response of C.W.A. Defendants to request (first) of Plaintiffs for Admissions.
Apr. 16	(108)	Motion and Order (Blair, J) Extending the time within which Special Master shall file report to and including July 11, 1980. c/m 4/16/80 ph)
May 15	(109)	Brief of Plaintiffs to the Special Master, and Exhibits A to I. (c/s) (Filed Separately)
" 27	(110)	Brief of Defendant, *COMMUNICATIONS WORKERS OF AMERICA* to the Special Master (Volume 1—The National Union), and Attachments 1 to 4. (1c/s) (Filed Separately)
" "	(111)	Brief of Defendant, *COMMUNICATIONS WORKERS OF AMERICA LOCALS 2100, 2101, 2108 and 2110* (Volume 2) and Attachment #5. (1c/s) (Filed Separately)
July 15	(112)	Motion of Special Master and Order (Miller, J.) extending the time within which said Master may file "Report of the Special Master" to and including August 25, 1980. (cm 7/17/80 v.s.)

DATE	NR.	PROCEEDINGS
1980		
July 15	(113)	Motion of Plaintiffs and Approval (Miller, J.) "DISMISSING" Claims as to Defendant, *SALLY B. DiMAURO*; and entering the claims as to Defendant, *HARRY E. BECK, JR.* as being "PAID AND SATISFIED". (c/m 7/17/80 v.s.)
Aug. 18	(114)	Report of Special Master, Wilson K. Barnes, Transcripts, Depositions, Briefs, Plaintiffs Exhibits, and Defendants Exhibits. (Note: Transcripts, Depositions, Briefs and Exhibits of Plaintiffs and Defendants are filed separately—41 envelopes)
"	" (115)	Order (Young, J.) extending the time for filing by the parties of exceptions, if any, to the Report of the Special Master, to and including 30 days after the date of the filing of the Report. (c/m 8/20/80 v.s.)
"	19 (117)	Letter mailed to Counsel pursuant to Rule 53 of the Federal Rules of Civil Procedure. (c/m 8/19/80 RL)
Sep. 10	(117)	Motion, Points and Authorities and Order (Miller, J.) extending the time within which Defendants may file objections to the Report of the Special Master, to and including October 17, 1980. (c/m 9/12/80 v.s.)
Oct. 17	(118)	Motion of defendants to recommit this matter to the Special Master, Memorandum, Exhibts A and B, and proposed order. (c/s).
"	" (119)	Appearance of Laurence Gold, Esquire as Counsel for *COMMUNICATIONS WORKERS OF AMERICA*. (c/s)

DATE	NR.	PROCEEDINGS
1980		
Oct. 22	(120)	Motion and Order (Miller, J.) extending the time within which Defendants may file objections to the Report of the Special Master pending disposition of Motion of Defendants filed October 17, 1980 to recommit this matter to the Special Master. (c/m 10/23/80 v.s.)
" 29	(121)	Opposition (Memorandum) of Plaintiffs to the Motion of Defendants to recommit this matter to the Special Master, and Exhibits A and B. (c/s)
" "	(122)	Request of Defendants for Oral Hearing on its Motion to recommit this matter to the Special Master and Proposed Order. (1c/s)
Nov. 3	(123)	Order (Miller, J.) directing Oral Argument be held on November 21, 1980 at 10:15 A.M. on the pending Motion to Recommit this Matter to the Special Master. (c/m 11/4/80 v.s.)
" 7	(124)	Response of Defendants to the Opposition of Plaintiffs to the Motion of Defendants to Recommit this matter to the Special Master. (1c/s)
" 21	(—)	Hearing on Motion of Defendants to Recommit this matter to the Special Master held before Miller, J.—"HELD SUB-CURIA".
" 28	(125)	Notice of Plaintiffs to take the Deposition of Glenn Watts and his designee(s).
Dec. 1	(126)	Request of Plaintiffs for Production of Documents as therein set forth. (c/s)

DATE	NR.	PROCEEDINGS
1980		
Dec. 19	(127)	Motion of Defendants, *COMMUNICATION WORKERS OF AMERICA, CWA DISTRICT II, and CWA LOCALS 2100, 2101, 1208 and 2110* for a Protective Order, Exhibits A to D, Memorandum, Appendix I, Local Rule 34 Notice and Proposed Order. (c/s)
" 29	(128)	Memorandum of Plaintiffs in Opposition to CWA Defendants' Motion for Protective Order (Paper #127). (c/s)
1981		
Jan. 5	(129)	Response of Defendants to First Requests to Produce following recommital to the Special Master. (c/s) (of Plaintiffs)
" 19	(130)	Memorandum and Order (Miller, J.) "GRANTING" Motion of Defendants to Recommit this matter to Special Master (Paper No. 118); referring action back to the Special Master, Wilson K. Barnes as therein set forth; directing that the Special Master file a Supplemental Report within 90 days as therein set forth; and notifying parties as to an equitable allocation of Costs of the re-reference as therein set forth. (c/m1/21/81 v.s.) (cc to Spc. Master)
" "	(131)	Transcript of Proceedings before the Court Miller, J. on November 21, 1980.
" 30	(132)	Motion of Plaintiffs to the Special Master for a Discovery Conference. (c/s)
" "	(133)	Interrogatories (32) of Plaintiffs propounded to Defendants. (c/s)

DATE	NR.	PROCEEDINGS
1981		
Feb. 12	(134)	Motion and Order (Miller J.) extending the time within which Wilson K. Barnes, Special Master may file the Supplemental Report of the Special Master to and including June 15, 1981. (c/m(2/12/81)
Mar. 3	(135)	Attorney's Certificate under Local Rule 34.
" "	(136)	Motion of Plaintiffs to Compel Answers to their First Set of Interrogatories following recommital to the Special Master and Exhibit A. (c/s)
" 18	(137)	Response of Defendants to Motion of Plaintiffs to Compel Answers to their First Set of Interrogatories (Paper 136), and Appendix A (Affidavit). (c/s)
" 23	(138)	Reply of Plaintiffs to the Response of Defendants to the Motion of said Plaintiffs to Compel Answers to their First Set of Interrogatories, and Exhibit A. (c/s)
" 27	(—)	Briefs of Plaintiffs and Defendants (Envelope #10 of 41, Paper No. 114) forwarded to Special Master, Wilson K. Barnes per instructions from Paul Sclitz, Clerk of The Court.
" 30	(139)	Supplemental Brief of Plaintiffs to the Special Master concerning the Collective Bargaining Costs ratio proven by the *CWA LOCAL UNION* Defendants. (c/s)
" 31	(140)	Memorandum of Defendant, *COMMUNICATION WORKERS OF AMERICA LOCALS 2100, 2101,* 2108 and 2110, to the Special Master concerning Expenditures of said Defendants, and Appendix A, B-1, B-2, B-3, B-4, and B-5. (c/s)

DATE	NR.	PROCEEDINGS
1981		
Apr. 13	(141)	Memorandum and Order (Wilson K. Barnes, Special Master) dated April 10, 1981 "GRANTING" in Part and "DENYING" in Part the Motion of Plaintiffs to Compel Defendants to Answer Certain Interrogatories as therein set forth and Exhibits A, A1, A2, A3, B, B1 and B2. (c/m by Special Master 4/10/81 v.s.)
"	" (142)	Reply of Plaintiffs to the Memorandum to Defendant, *COMMUNICATIONS WORKERS OF AMERICA LOCALS 2100, 2101, 2108, 2110* to the Special Master concerning Expenditures of said Defendants. (c/s)
Apr. 14	(143)	Response of Defendants, *COMMUNICATIONS WORKERS OF AMERICA, LOCALS 2100, 2101, 2108, and 2110* to the Supplemental Brief of Plaintiffs to the Special Master concerning said Defendants. (c/s)
" 20	(144)	Supplemental Answers of Defendant, *COMMUNICATIONS WORKERS OF AMERICA, COMMUNICATIONS WORKERS OF AMERICA DISTRICT 2, and COMMUNICATIONS WORKERS OF AMERICA COMMITTEE ON POLITICAL EDUCATION* to the First Set of Interrogatories propounded by Plaintiff. (c/s)
" 20	(145)	Motion of Plaintiffs to disregard immaterial and impertinent matter from the Response of Defendants, *CWA LOCAL UNION* to the Supplemental Brief of Plaintiffs to the Special Master (Paper No. 143). (c/s)

DATE	NR.	PROCEEDINGS
1981		
Apr. 20	(146)	Motion of Plaintiffs pursuant to F.R.Civ. P. 26(b) (4) (A) (i) and 26 (c) (2) limiting the scope of discovery of expert witnesses and concerning the terms and conditions of discovery. (c/s)
" 29	(147)	Opposition of Defendants to the Motion of Plaintiffs to Strike a portion of their Memorandum in response to the Supplemental Brief of Plaintiffs (Paper Nos. 143 & 145.) (See Paper No. 151)
" "	(148)	Response of Defendants to the Motion of Plaintiffs pursuant to Rule 26 (Paper No. 146). (See Paper No. 150)
May *	(149)	Memorandum of Plaintiffs on CWA Defendants' Motion or Request for a Protective Order. (c/s)
" 7	(150)	Reply of Plaintiffs to the Response of Defendants to the Motion of Plaintiffs pursuant to Rule 26 (Paper No. 148). (c/s)
" "	(151)	Response of Plaintiffs to the Reply (Opposition) of Defendants to the Motion of Plaintiffs to Strike (Paper No. 147). (c/s)
" 11	(152)	Response of Defendants, *CWA* to the Opposition of Plaintiffs to the Proposed Order Controlling Discovery, Attachments A to I, and Affidavit. (c/s)
" "	(153)	Deposition of Dina G. Beaumont taken on April 20, 1981 on behalf of Plaintiffs. (Filed Separately)
" "	(154)	Deposition of James Wellington Gee taken on April 20, 1981 on behalf of Plaintiffs. (Filed Separately)

DATE	NR.	PROCEEDINGS
1981		
May 11	(155)	Deposition of George R. Strick taken on April 20, 1981 on behalf of Plaintiffs. (Filed Separately)
" 15	(156)	Reply of Plaintiffs to the Response of Defendants, *CWA* to the Opposition of Plaintiffs to the Proposed Order Controlling Discovery and Proposed Order to the Special Master. (c/s)
" 20	(157)	Motion and Order (Miller, J.) extending the time within which Wilson K. Barnes, Special Master, may file a Supplemental Report, to and including August 15, 1981. (cm/m 5/21/81 v.s.)
" 27	(158)	Order (Wilson K. Barnes, Special Master), dated May 26, 1981, Respecting Discovery as therein set forth. (c/s)
June 8	(159)	Deposition of Glenn Ellis Watts taken on May 15, 1981 on behalf of Plaintiffs. (No Exhibits received). (Filed Separately)
" 16	(160)	Deposition of Harvey J. Nuland taken on May 28, 1981 on behalf of Plaintiffs. (Filed Separately)
" "	(161)	Deposition of Harvey Nuland resumed on May 29, 1981 on behalf of Plaintiffs. (Filed Separately)
" "	(162)	Deposition of Irving B. Ross taken on June 1, 1981 on behalf of Defendants, *CWA*. (Filed Separately)
" "	(163)	Deposition of Patsy L. Fryman taken on June 2, 1981 on behalf of Plaintiffs. (Filed Separately)
" "	(164)	Deposition of James William Webb taken on June 2, 1981 on behalf of Plaintiffs. (Filed Separately)

DATE	NR.	PROCEEDINGS
1981		
June 16	(165)	Deposition of Edward C. Bryant taken on June 3, 1981 on behalf of Plaintiffs. (Filed Separately)
" "	(166)	Deposition of James Gee taken on June 4, 1981 on behalf of Plaintiffs. (Filed Separately)
" "	(167)	Deposition of Charles Robert Beans taken on June 4, 1981 on behalf of Plaintiffs. (Filed Separately)
" "	(168)	Deposition of Bruce W. Hamilton taken on June 9, 1981 on behalf of Defendants, *CWA*. (Filed Separately)
" 22	(169)	Deposition of Charles R. Mann taken on June 11, 1981 on behalf of Defendants, *CWA*. (Filed Separately)
" "	(170)	Deposition of David Hawkins taken on June 12, 1981 on behalf of Defendants, *CWA*. (Filed Separately)
July 23	(171)	Motion of Special Master and Order (Miller, J.) extending the time within which the Special Master may file a Supplemental Report, to and including September 15, 1981. (c/m 7/24/81 v.s.)
" 31	(172)	Motion *of Plaintiffs NE RECIPIATUR* or to Strike Brief and Appendices C, D, & E of Defendants. (c/s) (Copy)
Aug. 3	(173)	Motion of Defendants for Protective Order Sealing certain Exhibits of Plaintiff, Memorandum, Appendix I, and Attachments. (1 c/s)
" "	(174)	Supplemental Hearing Brief of Defendants, Appendix A, B, C, D, and E. (Filed Separately) (1 c/s)

DATE	NR.	PROCEEDINGS
1981		
Aug. 10	(175)	Opposition of Defendants to the Motion of Plaintiffs *NE RECIPLATUR* or to Strike the Brief and Appendices C, D, and E, of Defendants. (c/s)
Aug. 11	(176)	Reply of Plaintiffs to the Opposition of Defendants to the Motion of Plaintiffs *NE RECIPIATUR* or to Strike the Brief and Appendices C, D, and E, of Defendants (c/s)
" 14	(177)	Memorandum and Order of the *SPECIAL MASTER* in regard to the Motion of Plaintiffs *NE RECIPIATUR* or to Strike Defendants' Brief and Appendices, C, D, and E, pursuant to Memorandum and Order dated January 19, 1981 (Paper No. 130). (c/s) (copies were mailed to counsel by Special Master)
" 20	(178)	Opposition of Plaintiffs to the Motion of Defendants for a Protective Order that certain Exhibits of Plaintiffs be sealed, and Brief (Phase II) of Plaintiffs to the Special Master and Appendices I to XVI. (c/s) (Filed Separately)
Sept. 11	(179)	Order (Special Master Barnes) "DENYING" Motion of Defendants for Protective Order that certain Plaintiff exhibits be sealed. (c/m by Special Master) (c/s)
" 14	(180)	Reply Brief (Supplemental Hearing) of Defendants. (c/s)
" 14	(181)	Analysis of Appendices by Defendant of Brief of Plaintiff, Appendix I, VI, XI, XVI, and XXI. (c/s)
" 14	(182)	Supplemental Report of (Special Master Barnes) and Attachments. (c/s) Tran-

DATE	NR.	PROCEEDINGS
1981		
		scripts, Briefs, Memoranda, Defendant Exhibits, Plaintiff Exhibits and Daily Activities Log (2 vol.) Rec'd 9/14/81, Filed Separately.
Sept. 23	(183)	Order (Miller J.) dated September 22, 1981 extending time within which parties may file exceptions to Supplemental Report of Special Master Barnes to and including thirty (30) days after the filing of said report. (c/m by Chambers)
Oct. 14	(184)	Application of Plaintiffs for Action upon and their Objections in part to the Report of Special Master dated September 14, 1981 and Brief in support thereof. (c/s)
" 14	(185)	Objections of Defendant *COMMUNICATIONS WORKERS OF AMERICA* to the report of the Special Master. (c/s)
" 14	(186)	Objections of Defendants *COMMUNICATIONS WORKERS OF AMERICA LOCALS 2100, 2101, 2108, and 2110* to the Report of Special Master. (c/s)
" 14	(187)	Motion of Defendants *COMMUNICATION WORKERS OF AMERICA, AFL-CIO,* and *CWA LOCALS 2100, 2101, 2108, and 2110* to establish a deadline for Motion and Memorandum on the Supplemental Report of the Spceial Master, Memorandum and Proposed Order. (c/s)
" 19	(188)	Opposition of Plaintiff to Motion of Defendant to establish a deadline for Motions and Memoranda. (c/s)
" 26	(189)	Motion of Defendants *COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO,*

DATE	NR.	PROCEEDINGS
1981		
		and *CWA LOCALS 2100, 2101, 2108, and 2110* for extention of time in which to file response to Motion of Plaintiff that Court take action on Supplemental Report of Special Master Barnes to and including November 13, 1981, Memorandum and Proposed Order. (c/s)
Oct. 28	(190)	Motion of Defendants the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (C.W.A.) and CWA DISTRICT 2 for a Protective Order, Memorandum Appendix I, Attachment A thru I, Affidavit (Copy), and Proposed Order. (c/s)
Nov. 3	(191)	Notice of Defendants to take the Deposition of Louis B. Knecht and his designee.
" 3	(192)	Motion of Defendant's to Quash Notice of Plaintiffs to take Deposition of Louis B. Knecht and his designee, Exhibit a & b, Memorandum, Compliance with Local Rule 34 and Proposed Order. (c/s)
" 9	(193)	Motion of Plaintiffs for extention of time within which to respond to Motion of Defendants for enlargement of time. (c/s)
" 9	(194)	Memorandum of Plaintiffs in Opposition to Motion of Defendants to Quash Notice of Depositions of Plaintiff. (c/s)
" 13	(195)	Motion and Order (Miller, J) dated November 13, 1981 extending time within which Plaintiffs may file a response to Motion of Defendants for Protective Order to and including November 23, 1981. (c/m) (11/13/81) (hba)
" 13	(196)	Motion of Defendant *LOCALS 2100, 2101, 2108, and 2110* for Action on the Supplemental Report of the Special Master, Memorandum, and Appendix. (c/s)

DATE	NR.	PROCEEDINGS
1981		
Nov. 13	(197)	Motion of Defendant *COMMUNICATIONS WORKERS OF AMERICA, (CWA), AFL-CIO* for action on Supplemental Report of the Special Master, Memorandum, Appendices and Proposed Injunctive Language, and Appendix A and B. (c/s)
" 23	(198)	Memorandum of Plaintiff in Opposition to Motion of Defendants for a Protective Order. (c/s)
" 24	(199)	Motion of Plaintiffs for Extension of Time within which to file response to Memoranda of Defendant COMMUNICATION WORKERS OF AMERICA, (CWA). (c/s)
Dec. 2	(200)	Response of Defendants to Motion of Plaintiffs for Extension of Time. (c/s)
" "	(201)	Errata I Defendants COMMUNICATION WORKERS OF AMERICA, (CWA) AFL-CIO Memorandum in support of its Motion for Action on the Supplemental Report of the Special Master and Attachments. (c/s)
" 4	(202)	Reply of Defendants to Response of Plaintiff to Motion of Defendants for Protection. (c/s)
1982		
Jan. 4	(203)	Response of Plaintiffs to Memorandum of Defendants (paper 201), in support of said Defendants Motion for Action on the Supplemental Report of the Special Master and Exhibits A and B. (c/s) (Filed Separately)
Mar. 5	(204)	Motion of Defendants for leave to file Motion for Judgment, Memorandum, and Proposed Motion and Memorandum. (c/s)

DATE	NR.	PROCEEDINGS
1982		
Mar. 22	(205)	Opposition of Plaintiffs' to Motion of Defendant *COMMUNICATIONS WORKERS OF AMERICA* for leave to file Motion for Judgment and Exhibit A. (c/s)
" 29	(206)	Reply of Defendant *COMMUNICATIONS WORKERS OF AMERICA* to Opposition to Plaintiffs to Request of said Defendant for leave to file Motion. (c/s)
Apr. 19	(207)	Memorandum (Supplemental) of Defendant *COMMUNICATIONS WORKERS OF AMERICA CWA COPE, CWA DISTRICT 2, CWA LOCAL 2100, 2101, 1208, 2110 and 2350* in support of it's Motion for leave to file Motion for Judgment and Attachment. (c/s)
" 26	(208)	Reply of Plaintiffs to Memorandum (Supplemental) of Defendants *COMMUNICATION WORKERS OF AMERICA, CWA COPE, CWA DISTRICT 2, CWA LOCALS 2100, 2101, 2108, 2110* and *2350* in support of its Motion for Leave to File Motion for Judgment. (c/s)
July 8	(209)	Memorandum (Second) (Supplemental) of Defendants in support of Motion of Defendants for leave to file a Motion for Judgment.
July 23	(210)	Reply of Plaintiffs to Memorandum (Supplemental) (Second) of Defendants *COMMUNICATION WORKERS OF AMERICA, CWA COPE, CWA DISTRICT 2, CWA LOCALS 2100, 2101, 2108, 2110* and *2350* in support of its Motion for Leave to File Motion for Judgment. (3 c/s)

DATE	NR.	PROCEEDINGS
1982		
Sept. 23	(211)	Notice of Defendants of Recent Decision with respect to action on Supplemental Report of the Special Master and Attachments. (c/s)
" 29	(212)	Request of Plaintiff that Court establish and Order a briefing Schedule. (1 c/s)
Oct. 1	(213)	Notice of Plaintiffs of recent opinion of the U.S. District Court for the District of New Jersey in consolidated cases civil actions Nos. 82-1118 and 82-1119 decided September 28, 1982, as therein set forth, and Attachment. (3 c/s)
" 14	(214)	Notice of Defendant *COMMUNICATIONS WORKERS OF AMERICA* of Action taken pursuant to CWA Policy on Rebates, and Exhibits A.B.C, and D. (c/s) (Filed Separately)
" 28	(215)	Motion of Plaintiff *Ne Recipiatur* or to Strike the Notice of Defendant *CWA* action taken pursuant to *CWA* Policy on Rebates. (c/s)
Nov. 8	(216)	Opposition of Defendant *CWA* to Motion of Plaintiff *Ne Recipiatur* to Strike the Notice of said Defendant's action taken pursuant to CWA Policy Rebates. (c/s)
" 15	(217)	Reply of Plaintiff to Opposition of Defendant CWA to Motion of Plaintiff *Ne Recipiatur* to Strike the Notice of said Defendant's action taken pursuant to CWA Policy Rebates.
1983		
Jan. 5	(218)	Appearance of Milton L. Chappell, Esq. and Joseph J. Hahn, Esq. as additional counsel for Plaintiffs. (3 c/s)

DATE	NR.	PROCEEDINGS
1983		
Jan. 31	(219)	Appearance of James B. Coppess as counsel for Defendants.
Mar. 14	(220)	Memorandum and Order (Miller, J.) dated March 4, 1983 Directing that Plaintiffs shall submit Affidavits setting forth agency fees paid from August 18, 1980 to March 31, 1983 within Twenty (20) days of the date of this Order and advise the Court of the Total Compensation paid or owed the Special Master by Plaintiffs within Twenty (20) days of the date of this Order. (c/m by chambers.)
Mar. 18	(221)	Motion and Order (Miller,J) dated 3-7-8 "GRANTING" Hugh L. Reilly, Esq. leave to withdraw as counsel for Plaintiff. (c/m 3-8-83 hm)
" 23	(222)	Response of Plaintiffs to Order of Court dated March 4, 1983, Affidavits (13), Attachments, and Proposed Order. (c/s)
Apr. 4	(223)	Response (Memorandum) of Defendants to Motion of Plaintiffs to Correct and Proposed Order for Injunction Relief of Plaintiffs and Plaintiff's Submission dated March 23, 1983 and Proposed Order. (1 c/s) (Attachment A rec'd 4/7/83)
" 6	(224)	Affidavit of Doris R. Ambrose. (c/s)
" 15	(225)	Report of Defendant UNIONS on Agency Fee Receipts from Plaintiffs in Compliance with Memorandum and Order dated March 4, 1983 and Attachments (1 c/s)
Aug. 16	(226)	Stipulation of Fact and "APPROVAL" (Miller, J.) dated August 8, 1983. (c/m by Chambers)

DATE	NR.	PROCEEDINGS
1983		
Aug. 16	(227)	Memorandum (Miller, J.) dated August 9, 1983. (c/m by Chambers)
"	" (228)	Judgment (Miller, J.) dated August 9, 1983 (1) entering judgment in favor of Plaintiffs against CWA Defendants in total amount of Nine Thousand, Three Hundred Ninety One Dollars ($9,391.00) with amounts awarded to individual Plaintiffs as therein set forth; (2) entering judgment for the Plaintiffs against Defendants in the amount of $37,279.64 as reimbursement for amount paid by Plaintiffs as compensation to the Special Master. (3) Defendants to pay costs and (4) permanently "ENJOINING" COMMUNICATIONS WORKERS OF AMERICA Defendants with conditions as therein set forth. (c/m by Chambers)
MicroFilmed Date Aug. 24, 1983		
Aug. 18	(229)	Motion of Defendants for Stay pending appeal and Proposed Order. (c/s)
"	" (230)	Notice of Appeal of Defendants (Filing fee paid) (c/m 8/31/83) (Transcript purchase order form mailed to counsel 8/31/83)

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

Docket No. 83-1955 (L) and XAP 83-1956

HARRY E. BECK, JR.; DORIS R. AMBROSE; JACQUELINE S. BRANDON; MARY ANNA COX; SALLY B. DiMAURO; RUE T.F. DOWNEY; KATHLEEN A. HEIL; JOHN J. HURLEY; HARRIETT LIPSCHULTZ; CLAY B. LUTZ; BARBARA McGAUGHEY; ROLAND R. MERKLE; ETHEL T. MERRYMAN; DORIS J. MORROW; MARION F. NORTHROP; FRANCES M. PHILIPS; VIVIAN REEDY; BARBARA A. RUSSELL; LOIS A. STALLINGS; HARRY B. SWARTZ, SR.;

Appellees,

vs.

COMMUNICATIONS WORKERS OF AMERICA (C.W.A.), AN UNINCORPORATED LABOR ORGANIZATION; C.W.A. COMMITTEE ON POLITICAL EDUCATION (C.W.A. COPE); C.W.A. DISTRICT II; LOCAL 2100 OF C.W.A.; LOCAL 2101 OF C.W.A.; LOCAL 2108 OF C.W.A.; LOCAL 2110 OF C.W.A.;

Appellants,

and

LOCAL 2350 OF C.W.A.; AMERICAN FEDERATION OF LABOR-CONGRESS OF INDUSTRIAL ORGANIZATIONS (AFL-CIO), A FEDERATION OF NATIONAL AND INTERNATIONAL LABOR ORGANIZATIONS; AFL-CIO COMMITTEE ON POLITICAL EDUCATION; MARYLAND STATE AFL-CIO; AMERICAN TELEPHONE & TELEGRAPH, A CORPORATION; C & P TELEPHONE COMPANY OF MARYLAND, A CORPORATION;

Defendants.

DOCKET ENTRIES

BRIEF AND APPENDIX

* Comm. Workers of America will file 1st brief.

5-15-84	APPX 6 filed. PM-wc
7-6-84	6 filed. G/mb (Supplemental Appendix)
5-16-84	A/P BRF 12 filed. PM-sc
	/3-11-86 A's supplemental brief 12 filed. HD-wc
6-29-84	E/R BRF 12 filed. G/mb /3-11-86 E/A supp. brief filed. HD-sc.
8-1-84	12 filed. PM/mb (A/Cross-E)
10-16-84	REPLY 12 copies of A's Reply to E's Suppl. Brief filed. G-sc
8-31-84	12 copies of E's/Cross-A filed. G-sc
10-16-84	OTHER 12 copies of E's Suppl. Brief filed. G-sc
3-5-86	extra copies of briefs and appendix filed. sc
11/1/84	E's 28(j) submitted to panel in court. dad
4/22/85	a's 28(j) filed. Transmitted to panel. dhb
7/1/85	28(j) filed. Transmitted to panel. dhb
7/21/86	28(j) filed. Transmitted to panel. ses

SUMMARY OF EVENTS

4-8-86	En Banc wc
11/1/84	ARGUMENT (dad) Rehearing
	HLW (DSR) PANEL RFC En Banc
10/24/85	OPINION 9/12/86
10/24/85	JUDGMENT 9/12/86 (see below)
	DISPOSITION Aff/pt rev/pt & Rem P sjb

PETITION

*HLW dissenting 11/14/85 As/Es (nac)

10/3/86 MANDATE ISSUED

10/3/86 mb RECORD RETURNED

10/17/86 CERTIORARI 86-637

☐ Denied ☒ Grante ☒ En Banc 1/23/86 (jm)

DATE	FILINGS-PROCEEDINGS
10-20-83	Case docketed. Awaiting ROA. mh
11-03-83	DISCLOSURE STMNT. A, N, filed. mh
11-07-83	DISCLOSURE STMNT. A, N, filed. mh
03-23-84	XAP BRIEFING ORDER, A due 05-02-84, tentative calendar Summer Sessions 1984, filed. mh
03-23-84	ORDER consolidating cases 83-1955(L) and 83-1956 for briefing and oral argument, filed. mh
04-09-84	UNOPPOSED MOTION (D-30) for extension of time in which to file brief of As, filed BMN:zyj (Requested 6/1/84)
04-13-84	ORDER denying As motion for an extension of time to 6/1/84 to file their opening brief and extending As time to file brief to 5/16/84, filed BMN:zyj Copy to Coppess; Gold; Leibig; Hahn
5/24/84	UNOPPOSED MOTION (E-116) of Es/As for page enlargement to opening brief, filed (SAR: jm)
5/24/84	UNOPPOSED MOTION (E-117) of Es/As for extension of time to file brief, filed (SAR:jm)
5/31/84	ORDER granting motion of Es/As for page enlargement to 60 pages, filed (SAR:jm) Copy to Hahn; Leibig; Gold; Coppess
5/31/84	ORDER extending the time to file Es/As opening brief to 6/30/84, filed (SAR:jm) Copy to Hahn; Leibig; Gold; Coppess
7/3/84	MOTION of Es/Cross-As (G-20) for leave to file supp. apx, file MOTION GRANTED on 7/6/84. (BMM:jd) Copy to counsel.
8/6/84	UNOPPOSED MOTION (H-17) of Es/Cross-As for an extension of time to 8/31/84 to file reply brf, filed. BMM:gac MOTION GRANTED.

DATE	FILINGS-PROCEEDINGS
9/17/84	MOTION (I-78) of Es for leave to file a supplemental brief, filed (BMM:jm)
9/25/84	RESPONSE of As to motion I-78, filed. jd
9/25/84	MOTION I-78 and response transmitted to HLW/DSR/RFC. (BMM:jd)
9/28/84	RESPONSE of A to Es' motion (I-78) filed. Transmitted to HLW/DSR/RFC on 10/1/84. (BMM:jd)
10/16/84	ORDER granting motion for Es to file a supplemental brief and As for leave to file a reply supplemental brief, filed BMM:zy Copy to Coppess; Gold, Leibig, Hahn
11/6/85	MOTION (k27) of As/cross-Es Communications Workers of America et al for extension of time in which to file a petition for rehearing, filed (SES:nac)
11/7/85	ORDER granting As/cross-Es Communications Workers of America, et al, an extension to 11/14/85 in which to file a pet. for reh., filed (SES:nac) Copy to Coppess; Gold; Vieira; Leibig; Hahn
11/14/85	PETITION FOR REHEARING (K-78) of appellants/cross-appellees, filed (SES:nac)
11/15/85	Transmitted appellants/cross-appellees' position for rehearing to HLW; DSR; RFC with copy to all active circuit judges. (SES:nac)
11-27-85	REPLY (K-78) to the petition for rehearing by Es/As, filed (SEC:cw) Transmitted to HLW, DSR, RFC with copies to all active circuit judges.
1/23/86	ORDER granting As/Es petition for rehearing and suggestion for rehearing in banc, filed (SES:jm) Copy to Vieira; Leibig; Gold; Hahn; Coppess

DATE	FILINGS-PROCEEDINGS
2/4/86	LETTER from As/Es requesting leave to file supplemental briefs, filed (SAR:jm) Transmitted to HLW, DSR, HEW, KKH, JDP, FDM, JMS, RFC, JHW on 2/5/86
2/11/86	Letter to counsel stating that the Court will re-receive supplemental brief from As/Es; opposing counsel have similar right; supplemental briefs due 3/11/86 (SES:jm)
7/21/86	28(j) material submitted to en banc court. ses
7/24/87	Letter from Supreme Court, requesting that record on appeal be transmitted to Supreme Court Clerk's Office received. mb
7/27/87	Record requested from the Clerk of the U.S. District Court, DMD-Baltimore. mb

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

Civil Action No. B 76-839

(Title Omitted in Printing)

COMPLAINT

(For declaratory judgment, injunction, compensatory and punitive damages, and attorneys' fees.)

JURISDICTION

(1) This Court has jurisdiction over the claims for relief stated in various Counts by virtue of:

Pendent jurisdiction, as to Count I, in that the claims of breach of fiduciary duty have a common nexus with the claims in Counts II and IV;

Title 28 U.S.C. § 1331, as to Counts II-V, in that matters in controversy arise under the laws of the United States, to wit: Title 29 U.S.C. § 141 *et seq.*, Title 18 U.S.C. § 610, Title 42 U.S.C. §§ 1985(3) and 1986, and exceed the value of $10,000 to each Plaintiff, exclusive of interest and costs;

Title 28 U.S.C. § 1337, as to Counts II-V, in that they derive from an Act of Congress regulating commerce, to wit: Title 29 U.S.C. § 141 *et seq.*;

Title 28 U.S.C. § 1343, as to Count V, as they are claims to recover damages and obtain equitable relief under an Act of Congress providing for the protection of civil rights, to wit: Title 42 U.S.C. §§ 1985 and 1986;

Title 29 U.S.C. § 185, as to Counts II and IV, as they make claims for breach of contract and violation of fiduciary duty, under standards gauged by Title 29 U.S.C. §§ 158(a)(3) and 159; and

Title 29 U.S.C. § 412, as to Count VI, as Plaintiffs are persons whose rights are being, or may be, infringed by the Defendant labor organizations under color of Title 29 U.S.C. § 141(a)(4).

PARTIES

(2) Plaintiffs are citizens of the United States, residents of the State of Maryland who work in that State, employees of American Telephone & Telegraph (Harry E. Beck, Jr.) or one of the Chesapeake & Potomac Telephone Companies (the remaining Plaintiffs) at various locations within the State, subject to collective bargaining arrangements (one of which is described in ¶¶ 11-12) between their employer and a labor organization, and are not, themselves, members of any of the Defendant labor organizations.

(3) Defendants American Telephone & Telegraph Company and Chesapeake & Potomac Telephone Companies (AT&T and C&P, respectively, or Companies) are each bodies corporate, organized under the laws of or with agents conducting business within the State of Maryland, part of the Bell Telephone System, and are operating in interstate commerce. They are the employers of the Plaintiffs, as designated in ¶ 2, and have entered into collective bargaining arrangements with a labor organization to which Plaintiffs are subject.

(4) Defendant Communications Workers of America (C.W.A.) is a labor organization, as defined in applicable statutes, which is operating in interstate commerce. It has collective bargaining arrangements with AT&T and C&P to which Plaintiffs are subject and by which it is Plaintiffs' exclusive representative under Title 29 U.S.C.

§ 159. It is affiliated with the American Federation of Labor-Congress of Industrial Organizations, described in ¶ 7, and is a parent to the subordinate Committee, District II, and Local Unions, described respectively in ¶¶ 9, 6, and 5, all of which are Defendants herein.

(5) Defendant Local Unions, 2100, 2101, 2108, 2110, and 2350 (Local Unions), are separately organized but subordinate units of C.W.A. They have jurisdiction in Maryland which is granted by C.W.A. and they exist pursuant to Charters which are extended by the C.W.A. Executive Board. They are labor organizations as defined in applicable statutes, which are operating in interstate commerce.

(6) Defendant Communications Workers of America, District II (District II), is a separately organized but subordinate unit of C.W.A. responsible for activities of both C.W.A. and Local Unions in various states, including Maryland. It is a labor organization, as defined in applicable statutes, and is operating in interstate commerce.

(7) Defendant American Federation of Labor-Congress of Industrial Organizations (AFL-CIO) is a federation of national and international unions, one of which is C.W.A. It is a labor organization, as defined in applicable statutes, is operating in interstate commerce and has separately organized but subordinate units including the Committee on Political Education (AFL-CIO COPE) and the Maryland State AFL-CIO, respectively described in ¶¶ 9 and 8.

(8) Defendant Maryland State AFL-CIO (MD State AFL-CIO) is a separately organized but subordinate organization composed of international, national, and local unions, including C.W.A. and its Local Unions, within the geographical limits of the State of Maryland, which are affiliated with the AFL-CIO. It is a labor organization, as defined in applicable statutes, and is operating in interstate commerce.

(9) Defendants C.W.A. Committee on Political Education (C.W.A. COPE) and AFL-CIO Committee on Political Education (AFL-CIO COPE) are separately organized subsidiaries of their respective parent organizations. The purpose is to engage in illegitimate activities, as defined in ¶ 16, insofar as they utilize monies taken from Plaintiffs as a condition of their employment to engage in those activities.

(10) Defendants C.W.A., C.W.A. COPE, District II, Local Unions, AFL-CIO, AFL-CIO COPE, MD State AFL-CIO, as well as their respective subordinate departments, committees, and units, act as agents for one another by virtue of commitments in their Charters and Constitutions, agreements among them, and the fact that they collect, transfer, and expend Plaintiffs' monies taken as agency fees, directly or indirectly, to or on behalf of one another. They are labor organizations within the meaning of Title 29 U.S.C. § 141 *et seq.* and Title 18 U.S.C. § 610, and exist, in part, for dealing with employers over the wages, hours, and terms and conditions of Plaintiffs' employment. They are collectively referred to herein as "Unions".

FACTS

(11) The Companies and C.W.A. have negotiated successive collective bargaining arrangements between themselves which have purported and now claim to govern the terms and conditions of Plaintiffs' employment. These terms and conditions include Plaintiffs' wages, hours, and working conditions, as well as the requirement that they pay to C.W.A. the monetary equivalent of the amount C.W.A. charges its members as dues. These dues-equivalent charges are called "agency fees". In these arrangements, C.W.A. is recognized by AT&T and C&P, under color of the provisions of Title 29 U.S.C. § 159, as the exclusive representative of all AT&T and C&P employees in bargaining units which include the Plaintiffs.

(12) The current arrangements, including this recognition, are codified in writing. Pertinent portions of them, pertaining to the agency shop, are annexed hereto as Exhibit A (Article 4, C&P, and Article 15, AT&T). These have been in effect since January 1, 1976, and classify bargaining unit employees into two groups: (a) employees who are full Union members; and (b) employees, such as Plaintiffs, who are forced to "pay or tender to C.W.A. amounts equal to the periodic dues equal to [union] members" as a condition of employment and who are not, themselves, Union members.

(13) In the Summer of 1974, C.W.A., as the exclusive representative, with the participation of the other Unions, engaged in a strike against AT&T and C&P. That strike was settled between AT&T, C&P and C.W.A. without the prior approval or subsequent ratification of the terms of the settlement by the Plaintiffs. The settlement resulted in a provision for the termination of all employees who decline to pay dues or agency fees to C.W.A., described in ¶¶ 12 and 14.

(14) Plaintiffs have been told, by authorized representatives of AT&T, C&P and the Unions, that the requirement that they pay agency fees as a condition of employment means that should they fail to make such payments, C.W.A. would request termination of their employment and AT&T or C&P would fire the employees who decline to make them.

(15) This is true despite Plaintiffs' preference to represent themselves in collective bargaining and grievance handling with AT&T and C&P rather than have C.W.A. act for them. They have protested to AT&T and/or C&P and C.W.A. the negotiation, execution, administration, and enforcement of this arrangement, by which C.W.A. became their exclusive representative, and which coerces payments from them to C.W.A. These protests have been accomplished by each Plaintiff having sent to AT&T or

C&P, as applicable, and to the Unions, letters, specimens of which are labeled Exhibits B, and C to this Complaint.

(16) With monies coerced from the Plaintiffs through agency fees, C.W.A. and the other Unions, since January 1, 1976, have continued many and varied activities undertaken for costs, obligations, and expenditures in areas which include, but are not limited to:

(A) Agitation, propaganda, and lobbying with reference to:

[1] legislative programs before Congress, state legislatures and various committees thereof;

[2] state and federal agency, and executive actions, decisions, regulations, policies, and appointments; and

[3] economic, social, political, and ideological causes, philosophies, and credos favored by the Unions;

(B) Direct or indirect payments, loans, advances, deposits, gifts of money, contributions, or "in kind" services or things of value, to or on behalf of:

[1] political parties;

[2] candidates for political offices, their staffs, and campaign committees; and

[3] candidates, campaign committees, or political parties or organizations in connection with any election to any positions of Presidential or Vice Presidential electors, or Senators or Representatives in or to Congress;

(C) Benefits to the Unions or their officers through:

[1] salaries, benefits, and "overhead" attributable to illegitimate purposes, defined in ¶ 20, *infra*;

[2] defense of actions of the Unions and their officers which are or are alleged to be illegal, including investigations, publicity, fines, attorneys' fees, and court costs; and

[3] expenses in coercing new members or agency fee payers into these barganing units and/or other bargaining units, in other plants, companies, and industries;

(D) Activities for Union members such as:

[1] social and recreational activities;

[2] insurance, medical care, retirement, disability and death plans;

[3] maintenance and payment of benefits from strike funds;

[4] apprenticeship training programs;

[5] scholarship funds;

[6] expenses of conventions and delegates thereto;

[7] union publications; and

[8] contributions to charities; and

(E) For other activities and purposes not requested by Plaintiffs, in which they do not participate, and which are not "statutory activities" as defined in ¶ 20, *infra.*

(17) The accounting and bookkeeping systems of C.W.A. and the Unions were not designed and are not administered and maintained to:

(A) Isolate the costs of collective bargaining or face-to-face negotiations with AT&T or C&P on Plaintiffs' behalf concerning Plaintiffs' wages, hours, and conditions of employment from all other costs, obligations, and expenditures;

(B) Isolate the costs of grievance administration undertaken either [1] at Plaintiffs' request or [2] at the request of bargaining unit members only, from all other costs, obligations, and expenditures;

(C) Isolate costs, expenses, obligations, and expenditures for political activity from all other costs, obligations, and expenditures; nor to

(D) Enable C.W.A. and the other Unions to render to Plaintiffs accurate, timely, and periodic accounts of the isolated costs directly incurred in collective bargaining or face-to-face negotiations with each Company, respectively, on their behalf and grievance administration undertaken at their request, or at the request of bargaining unit members, from all other costs, expenses, obligations, and expendiutres for illegitimate activities as defined in ¶ 20, *infra.*

FIRST CLAIM FOR RELIEF
(Breach of Trust)

(18) Plaintiffs re-allege and incorporate by reference ¶¶ 1-17.

(19) As more specifically set forth in ¶¶ 1-17, C.W.A., as exclusive representative, with the participation of the Unions, has negotiated, and does administer and enforce, under color of law, provisions of the collective bargaining arrangements with AT&T and C&P to coerce agency fees from bargaining unit employees, including Plaintiffs, who decline membership in C.W.A. or the other Unions. These provisions permit C.W.A. and the other Unions to illegally obtain and spend monies of the Plaintiffs without Plaintiffs consent and over their objection for illegitimate activities as defined in ¶ 20.

(20) Plaintiffs assert that the agency fees charged to them under color of law can only include charges for C.W.A.'s cost of collective bargaining, or face-to-face negotiations with the Company on their behalf, and grievance adjustment undertaken at their request, or at the request of other bargaining unit members. (These activities are hereinafter referred to as "statutory activities". The utilization of agency fees for any other activities, such as those listed in ¶ 16, are referred to as "illegitimate activities".)

(21) C.W.A., as recipient of agency fees coerced from Plaintiffs under color of law for designated statutory purposes, is a fiduciary. With respect to these fees it must:

(A) Act toward Plaintiffs with exclusive loyalty;

(B) Pledge these monies for no cost, obligations, or expenditures not incurred for statutory activities;

(C) Estimate the costs directly incurred for statutory activities and charge agency fees for those only;

(D) Divert no agency fees to any other person, group, organization, or corporation without complete assurance that no portion will be used for illegitimate activities;

(E) Keep complete, accurate, and timely financial and other records; and

(F) Render complete, accurate, and timely accounts to Plaintiffs.

(22) Portions of the agency fees obtained by C.W.A. through coercion are transferred to or obligated directly or indirectly for the benefit of the other Unions. The Unions receive these agency fees, or benefits derived from them, with full and complete knowledge that the source of those monies is the Plaintiffs and of the fiduciary obligations of C.W.A. which obtains them. Because of the receipt of these monies and the acceptance of benefits derived from them with this knowledge, these Unions, themselves, are fiduciaries having the same obligations to these Plaintiffs as does C.W.A. These Unions, therefore, must:

(A) Act toward Plaintiffs with exclusive loyalty;

(B) Pledge Plaintiffs' monies for no cost, obligation, or expenditure not caused by statutory activities;

(C) Receive no agency fees without complete assurance that no portion will be used for illegitimate activities;

(D) Keep complete, accurate, and timely financial and other records; and

(E) Render complete, accurate, and timely accounts to Plaintiffs.

(23) Despite the fiduciary obligations outlined in ¶ 21, C.W.A. does not act with exclusive loyalty to Plaintiffs with respect to agency fees coerced from them. Rather, it obligates and expends these monies for activities other than statutory activities. It fails to estimate the costs directly caused by statutory activities and to charge agency fees for those only; it diverts agency fees to persons, groups, organizations, and corporations without assurance that no portion will be utilized for illegitimate activities; it fails to keep complete, accurate, and timely records of its receipts and expenditures; and it fails, despite demand, to render accounts to Plaintiffs.

(24) Despite the fiduciary obligations outlined in ¶ 22, the other Unions do not act with exclusive loyalty to the Plaintiffs with respect to agency fees, or portions thereof, which are obtained by C.W.A. and transferred to, or obligated, directly or indirectly, for the benefit of these Unions. Rather, the Unions utilize these monies for costs, obligations, and expenditures not caused by statutory activities; fail to keep complete, accurate, and timely records of receipts and expenditures; and fail, despite demand, to render accounts to Plaintiffs.

SECOND CLAIM FOR RELIEF
(Duty of Fair Representation)

(25) Plaintiffs re-allege and incorporate by reference ¶¶ 1-17.

(26) C.W.A. voluntarily sought and obtained the opportunity, for its own benefit, to become exclusive representative under color of law for some AT&T and C&P employees with respect to collective bargaining and griev-

ance administration with AT&T and C&P. The employees it represents include Union members and those who have declined Union membership. C.W.A. owes the duty of fair representation to all bargaining unit employees, those who are members, and to those who are non-member agency fee payers, including Plaintiffs.

(27) The duty of fair representation requires that C.W.A. negotiate, execute, administer, and enforce the collective bargaining arrangements on behalf of all employees, including the non-union Plaintiffs, honestly and in good faith, and without negligence, malice, hostile or arbitrary discrimination, and without classifying them invidiously and based upon illegitimate employment classifications.

(28) C.W.A. does not represent Plaintiffs, as non-union employment, without negligence, malice, hostility or arbitrary discrimination, honestly and in good faith, and without classifying them invidiously and based on illegitimate employment classifications. Rather, C.W.A. acts toward non-union Plaintiffs with negligence, malice and hostility, dishonestly and in bad faith, and through classifying them invidiously for reasons other than legitimate employment classifications and does not truly represent them at all. This is done through:

(A) Negotiating with AT&T and C&P to obtain collective bargaining arrangements which supplant Plaintiffs' rights to contract individually;

(B) Negotiating agency fee provisions in collective bargaining arrangements which do not restrict the amounts collected to the direct costs to it of statutory activities;

(C) Enforcing the collective bargaining arrangements with AT&T and C&P by subjecting Plaintiffs to termination if they fail to pay the agency fees which are known to be in excess of that which is required for solely statutory activities;

(D) Diverting funds obtained from Plaintiffs' agency fees to persons, groups, organizations, and corporations with the knowledge and intent that the monies will be used for illegitimate activities; and

(E) Utilizing Plaintiffs' agency fee payments for costs, obligations, and expenditures for illegitimate activities, more fully set forth in ¶ 16.

THIRD CLAIM FOR RELIEF
(Violation of Title 18 U.S.C. § 610)

(29) Plaintiffs re-allege and incorporate by reference ¶¶ 1-17.

(30) The Defendant Unions are labor organizations as described in ¶ 10, and are, therefore, prohibited by Title 18 U.S.C. § 610 from making any direct or indirect payments, loans, advances, deposits, gifts of money, or any services or thing of value, not exempt, to or on behalf of any candidate, campaign committee, or political party or organization, in connection with any election to the positions of Presidential or Vice Presidential electors or Senators or Representatives in or to Congress.

(31) As more fully set forth in ¶ 16, C.W.A. and the other Unions engage in a wide range of agitation, propaganda, and lobbying which includes political activity in violation of Title 18 U.S.C. § 610, in that they do make direct or indirect payments, loans, advances, deposits, and gifts of money, services, or things of value, to or on behalf of candidates, campaign committees, and political parties and organizations, in connection with elections to positions of Presidential or Vice Presidential electors or Senators or Representatives to which no exemption applies.

(32) C.W.A. and the Unions also utilize job discrimination, financial reprisal directed against Plaintiffs, to obtain the agency fees taken as a condition of Plaintiffs' employment. These monies are included and used in the separately maintained campaign funds (AFL-CIO COPE

and C.W.A. COPE) which are required by law to be composed solely of voluntary contributions.

FOURTH CLAIM OF RELIEF

(Breach of Implied Conditions of Contract and Statute)

(33) Plaintiffs re-allege and incorporate by reference ¶¶ 1-17.

(34) As more fully set forth in ¶ 11, C.W.A. is recognized as the exclusive representative of AT&T and C&P employees in a given bargaining unit which includes Plaintiffs. This recognition is under color of law, to wit: Title 29 U.S.C. § 141 *et seq.* and the provisions of collective bargaining arrangements.

(35) That Title does not authorize C.W.A. and the other Union Defendants to obtain and spend Plaintiffs' agency fees for illegitimate activities. Neither does it authorize the Companies to permit C.W.A. and the other Union Defendants to obtain and spend Plaintiffs' agency fees for illegitimate activities.

(36) The collective bargaining arrangements do not authorize C.W.A. and the other Union Defendants to obtain and spend Plaintiffs' agency fees for illegitimate activities. Neither do they authorize the Companies to permit C.W.A. and the other Unions to obtain and spend Plaintiffs' agency fees for illegitimate activities.

(37) The negotiations by AT&T, C&P, C.W.A. and the other Unions resulted in provisions in the collective bargaining arrangements (Article 33) which unlawfully fail to define Plaintiffs' true obligations under Title 29 U.S.C. § 158(a)(3). By these provisions the Companies permit the Unions to obtain and spend, and C.W.A. and the other Union Defendants do obtain and spend, through actual and threatened financial reprisal, job discrimination and termination directed at Plaintiffs, Plaintiffs' agency fees. These monies are then used by C.W.A. and the other

Unions for costs, obligations, and expenditures for illegitimate activities as defined in ¶ 16.

(38) Defendant Companies' actions, without authority, and the Defendant Unions' actions, also without authority, breach implied conditions of statute and contract in violation of Title 29 U.S.C. § 185.

FIFTH CLAIM FOR RELIEF
(Civil Rights Act Claims)

(39) Plaintiffs re-allege and incorporate by reference ¶¶ 1-17.

(40) The described concerted acts and omissions of the Unions, and the Companies constitute a conspiracy to violate Title 42 U.S.C. §§ 1983 and 1985(3), under color of Title 29 U.S.C. § 141 *et seq.*, implemented through:

(A) The negotiation, administration, and enforcement of the collective bargaining arrangement through provisions which unlawfully fail to define Plaintiffs' maximum obligations under Title 29 U.S.C. § 158(a)(3);

(B) The collection, transfer, and expenditure of Plaintiffs' agency fees for illegitimate activities, more fully set forth in ¶ 16; and

(C) The collection of agency fees from Plaintiffs through actual and threatened financial reprisals, and job discrimination and termination.

(41) These acts and omissions of the Companies and Unions are knowingly and intentionally directed against the Plaintiffs for the purpose of:

(A) Forcing Plaintiffs to pay for the Unions' use of their monies for illegitimate activities;

(B) Forcing Plaintiffs to pay more for statutory activities than do Union members;

(C) Depriving Plaintiffs of that increment of the agency fees spent for illegitimate activities; and

(D) Forcing Plaintiffs to conform to the social, economic, political, and ideological causes, philosophies, and credos of the Unions.

(42) The Companies and Unions know that the essential and inevitable effect of these acts and omissions is to abridge and disparage Plaintiffs in the rights secured to them by the United States Constitution and Title 42 U.S.C., including:

(A) Their right to be free from prior restraint in the exercise of their freedoms of speech, thought, petition, and assembly;

(B) Their right to privileges and immunities equal with other citizens of the United States;

(C) Their right to equal protection of the laws; and

(D) Their right to due process of law.

(43) The Defendant Companies, by knowingly permitting an agency fee portion of the collective bargaining arrangement which unlawfully fails to define Plaintiffs' maximum obligations under Title 29 U.S.C. § 158(a)(3), and by collecting and forwarding or causing the agency fees from Plaintiffs to be delivered to the Unions through active or threatened financial reprisal, job discrimination and termination, and by failing to insist that the Plaintiffs be rendered an accounting for agency fees delivered to the Unions, participate in, approve of, and have the power to prevent the forementioned violations of Title 42 U.S.C. § 1985(3) but do not do so, thereby violating Title 42 U.S.C. § 1986.

(44) These acts and omissions of the Companies and the Unions do in fact permit an agency fee provision of the collective bargaining arrangement which unlawfully fails to properly define Plaintiffs' maximum obligations under Title 29 U.S.C. § 158(a)(3); the collection of or causing the Plaintiffs' agency fees to be delivered to the Unions under threat of financial reprisal, job dis-

crimination or outright termination tends to and does coerce Plaintiffs into ideological conformity with and into paying for the social, political, economic, and ideological doctrines, programs, and plans of the Unions. Thereby the Unions obtain and spend Plaintiffs' monies for illegitimate activities, which abridge, deny, deprive, and disparage Plaintiffs in their rights under the United States Constitution and laws, as enumerated in ¶ 42.

SIXTH CLAIM FOR RELIEF
(LMRDA Defense Inapplicable)

(45) As described in ¶¶ 2, and 12, and Affidavits collectively labeled Exhibit "D", Plaintiffs are not members of any labor organization within the definition of that term set out in § 3(o) of the Labor-Management Reporting and Disclosure Act of 1959 (LMRDA), 29 U.S.C. § 402(o) (1970), but are agency fee payers who pay a dues-equivalent to C.W.A. as a condition of their employment, part of which CWA retains, and part of which is distributed to the other Unions.

(46) The claims which Plaintiffs assert in Counts I-V of this Complaint allege the Unions' breaches of common-law fiduciary duty and the duty of fair representation; breaches of contract under the Labor Management Relations Act of 1947, 29 U.S.C. § 185 (1970); and violations of the Corrupt Practices Act, 18 U.S.C. § 610 (1970), and the Civil Rights Acts, 42 U.S.C. §§ 1983, 1985(3) and 1986 (1970). Plaintiffs base none of their claims on:

(A) Any provision of the LMRDA, 29 U.S.C. § 401 *et seq.* (1959); or

(B) Any matter arising out of a purely *intra*-union case or controversy:

[1] predicated upon the constitution and by-laws of the C.W.A., as opposed to a matter that is in the public domain and beyond the internal affairs of the Unions; and

[2] which can properly be prosecuted in the first instance within the exclusive organizational jurisdiction of the Unions because the Unions have an applicable, reasonable, and otherwise lawful internal procedure and remedy to which this Court may lawfully defer under the doctrine of exhaustion of remedies.

(47) Plaintiffs are receiving and will receive financial and other assistance in this action from the National Right to Work Legal Defense Foundation, Inc. (Foundation), a tax exempt, charitable entity which receives monetary contributions from the general public including employers as that term is defined in § 3(e) LMRDA, 29 U.S.C. § 402(a) (1970). Without such financial and other assistance from the Foundation, Plaintiffs would be unable to prosecute this action.

(48) The principal labor organization Defendants herein are plaintiffs in another action now pending in the United States District Court for the District of Columbia before the Honorable Charles R. Richey. *United Auto Workers, et al. v. National Right to Work Legal Def. Fdn., et al.*, Civ. Action No. 839-73 (filed May 1, 1973). In said action, said Defendants herein allege that § 101(a)(4) LMRDA, 29 U.S.C. § 411(a)(4) (1970), proscribes the Foundation from "directly or indirectly financ[ing], encourag[ing], or participating in, except as a party," certain lawsuits which involve claims similar to those which Plaintiffs raise herein.

(49) Plaintiffs deny that § 101(a)(4) LMRA, 29 U.S.C. § 411(a)(4) (1970), can lawfully be applied to prohibit them from prosecuting this action with monies and other assistance provided by the Foundation, irrespective of the identities of those members of the public who contribute to the Foundation.

BASIS FOR RELIEF

(50) Plaintiffs have no adequate remedy at law for the past, present, and prospective harm, loss, and damage

to them resulting from the acts and conduct of each Defendant as alleged in Counts I-V of this Complaint, because of: the breaches of fiduciary duty, the duty of fair representation, and of a collective bargaining arrangement; the past and continuing extraction from them of monies for uses they do not approve; the abridgment, denial and deprivation of their privileges and immunities of United States citizenship, of their rights to and freedoms of speech, thought, assembly, petition, and association, and their right to have no taking of their property without due process of law; all of which are rights secured under Title 42 U.S.C. §§ 1985(a)(3), and 1986.

PRAYER FOR RELIEF

(51) WHEREFORE, Plaintiffs pray:

(A) For a declaratory judgment based upon the actual, current, and *bona fide* controversy between the parties as to the legal relations among them, pursuant to Title 28 U.S.C. § 2201 and F. R. Civ. P. 57, and holding:

[1] that the modified agency shop portion of the collective bargaining arrangement between the Companies and C.W.A. is invalid on its face, as it fails to define Plaintiffs' obligations under Title 29 U.S.C. § 158(a)(3);

[2] that the modified agency shop portion of the collective bargaining arrangement between the Companies and C.W.A. is invalid as applied, to the extent that it permits C.W.A. and the other Unions to obtain and expend Plaintiffs' monies for illegitimate activities as defined in ¶ 16;

[3] that the modified agency shop portion of the collective bargaining arrangement between the Companies and C.W.A., and the acts of Defendants pursuant to it, violate Plaintiffs' rights to freedom of speech, thought, assembly, petition, and association, their rights to the privileges and immunities of citizens of the United States,

and their entitlement to equal protection of the laws and to due process of law;

[4] that as exclusive representative under Title 29 U.S.C. § 158(a)(3), C.W.A. and the Unions are fiduciaries; and

[5] that § 101(a)(4) LMRDA, 29 U.S.C. § 411(a)(4) (1959), does not prohibit Plaintiffs from receiving financial and other assistance from the Foundation in order to continue the prosecution of this action; and

(B) For injunctive relief which requires the Defendants to:

[1] cease and desist in the enforcement of the modified agency shop provision in any way which violates Plaintiffs' rights and permits the Unions to obtain and spend Plaintiffs' monies for illegitimate activities as defined in ¶ 16;

[2] to account in detail for all allocations, expenditures, and disposition of said funds, including the identity of each recipient—corporate, associate, partnership, invidiual, or otherwise—of said funds; and

[3] to maintain accounting records which:

(a) isolate the costs of collective bargaining on Plaintiffs' behalf with the Company from all other costs, expenses, obligations, and expenditures;

(b) isolate the costs of administering grievance procedures at Plaintiffs' request or at the request of bargaining unit members from all other costs, expenses, obligations, and expenditures;

(c) isolate costs, expenses, obligations, and expenditures for political activity from all other costs, expenses, obligations and expenditures; and

(d) render to Plaintiffs periodic accountings of the isolated costs directly incurred in collective bargaining with

the Companies on Plaintiffs' behalf and grievance administration at their request, or at the request of bargaining unit members and which are not political activity, from all expenditures for any other purposes;

(C) For a permanent injunction restraining the Unions, AT&T, and C&P from enforcing as against Plaintiffs the compulsory union agency fee provision of the collective bargaining arrangement described herein, insofar as such provision is used by the Unions to force payment for purposes other than collective bargaining with AT&T and/or C&P on Plaintiffs' behalf, and administration of grievances at their request or the request of bargaining unit members;

(D) For a judgment allowing Plaintiffs monetary damages for injuries sustained as a result of Defendants' unlawful and unwarranted abridgment and deprivation of Plaintiffs' constitutional and statutory rights; and

(E) For attorneys' fees, costs, punitive damages, and for such other and further relief as the Court may deem just and proper.

Respectfully submitted,

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

(Title Omitted in Printing)

ANSWER OF CWA DEFENDANTS

The defendants, Communications Workers of America (CWA), CWA COPE, CWA District II, and CWA Locals 2100, 2101, 2108, 2110 and 2350 (hereinafter collectively referred to as the CWA, defendants) by their attorneys, Matthew A. Kane and Charles V. Koons, answer the complaint herein as follows:

FIRST DEFENSE

1. The allegations of paragraphs (1), (6), (7), (8), (9), (10), (13), (16), (17), (19), (21), (22), (23), (24), (28), (30), (31), (32), (35), (36), (37), (38), (40), (41), (42), (43), (44), (45), (46), and (50) are denied.

2. The allegations of paragraphs (2), (3), (5), (11), (12), (26), (34), and (48), are admitted.

3. The allegations of paragraphs (14), (15), and (47) are within plaintiffs' exclusive knowledge, and defendants are without knowledge or information sufficient to form a belief as to their truth.

4. In paragraph (20), defendants admit that plaintiffs "assert" as alleged, but deny the substance of the assertions.

5. Paragraph 27 states legal conclusions containing plaintiffs' opinions of the law, and no answer is required.

6. In paragraph (49) defendants admit that plaintiffs deny as alleged, but defendants deny the validity of the

substantial allegations and conclusions of law contained therein.

7. The allegations of paragraph (4) are admitted, except that it is denied that CWA is a parent to CWA-COPE.

8. Whenever such allegations appear, CWA defendants deny that any of them "forced" or "coerced" plaintiffs, or any of them, acting "under color of law", but assert that all actions taken by CWA defendants are consistent with the duties and obligations imposed by CWA's status as recognized or certified collective bargaining representative of the plaintiffs under the National Labor Relations Act, and within the proper ambit of its power and authority under that law.

SECOND DEFENSE

9. Plaintiffs lack standing to institute and maintain the present action.

THIRD DEFENSE

10. Plaintiffs' complaint fails to state a claim upon which relief can be granted.

FOURTH DEFENSE

11. Plaintiffs have failed to exhaust available administrative remedies and internal union remedies.

FIFTH DEFENSE

12. The Court lacks jurisdiction over the subject matter of the claims asserted in the complaint.

SIXTH DEFENSE

13. Plaintiffs' claims are barred by the applicable statutes of limitations.

Respectfully submitted,

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